



**BURLINGTON NORTHERN INC.**

RECORDATION NO. *6088* *H*

AUG 17 1982-2 25 PM

INTERSTATE COMMERCE COMMISSION

August 12, 1982

Ms. Agatha L. Mergenovich, Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Re: Burlington Northern Inc. Equipment Trust of 1971,  
Series 1

Dear Secretary Mergenovich:

Enclosed for filing pursuant to Section 11303 of the Interstate Commerce Act, are three counterparts of a Supplemental Agreement dated July 26, 1982, supplementing the above-entitled Trust.

The Equipment Trust Agreement constituting the above Equipment Trust was recorded with the Interstate Commerce Commission pursuant to Section 11303 of the Interstate Commerce Act and assigned recordation numbers as follows:

Burlington Northern Inc. Equipment Trust of 1971,  
Series 1 recorded with the Interstate Commerce  
Commission on March 25, 1971 - ICC Recordation No.  
6088

A general description of the equipment covered by the enclosed Supplemental Agreement is as follows:

Two (2) 100-ton, 2,200 cubic foot Double Hopper Cars;  
Portec, Inc., Rail Car Division, Builder; Road numbers  
953891 and 953892.

The names and addresses of the parties to the Supplemental Agreement are as follows:

Citibank, N.A.  
Corporate Trust Department  
5 Hanover Square, 14th Floor  
New York, NY 10043, Trustee

Burlington Northern Railroad Company  
(formerly Burlington Northern Inc.)  
176 E. Fifth Street  
St. Paul, MN 55101

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*Steven Paul Rusch*

Letter to Ms. Mergenovich  
Page 2

The \$10.00 fee for your services is included in the enclosed check for \$120.00 which covers recordation of twelve separate Supplemental Agreements.

Please stamp the enclosed copy of this letter and two counterparts of the Agreement with the recordation data of the Commission and return it to the bearer of this letter:

Mrs. Carolyn Kunkel  
Kunkel Transportation Services Inc.  
Pennsylvania Building, Suite 523  
425 - 13th Street, N.W.  
Washington, D.C. 20004

Very truly yours,

Anne van Heusden  
Office Manager, Law  
(206) 625-6769

Enclosures

**Interstate Commerce Commission**  
Washington, D.C. 20423

**8/17/82**

OFFICE OF THE SECRETARY

**Anne Van Heusden  
Burlington Northern Inc.  
1111 Third Avenue  
Seattle, Washington 98101**

Dear **Ms. Van Heusden:**

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on **8/17/82** at **2:35pm**, and assigned re-  
recording number(s).

**6088-G  
6432-J  
6588-G  
6962-F  
7051-E  
7478-E  
7604-C  
7828-D  
7934-F  
8171-E  
8296-C  
8593-F**

Sincerely yours,

*Agatha L. Mergenovich*  
Agatha L. Mergenovich  
Secretary

Enclosure(s)

SE-30  
(7/79)

AUG 17 1982 - 2 35 PM

Executed in 7 Counterparts of  
which this is Counterpart No. 2

INTERSTATE COMMERCE COMMISSION

BURLINGTON NORTHERN INC. EQUIPMENT TRUST OF 1971, SERIES 1

Supplemental Lease of Equipment

AGREEMENT dated as of the 26th day of July, 1982, between CITIBANK, N.A., (formerly First National City Bank), a national banking association duly organized and existing under the laws of the United States of America, as Trustee (hereinafter called the "Trustee"), party of the first part, and BURLINGTON NORTHERN RAILROAD COMPANY (formerly Burlington Northern Inc.), a corporation duly organized and existing under the laws of the State of Delaware (hereinafter called the "Company"), party of the second part,

WHEREAS, by a certain Agreement dated as of March 1, 1971, executed by Burlington Equipment Company, Vendor, the Trustee and the Company, there was established "Burlington Northern Equipment Trust of 1971, Series 1"; and

WHEREAS, by the terms of a certain Lease of railroad equipment dated the 1st day of March, 1971, between the parties hereto, the Trustee did lease to the Company the railroad equipment described on page 3 of said Lease; and

WHEREAS, certain of the cars included in the railroad equipment so described have been destroyed by accident and the Company pursuant to Article Seventh of said Lease, pending replacement of such destroyed equipment, has deposited, in cash, with the Trustee the fair value as

of the date of destruction of the Trust Equipment destroyed;  
and

WHEREAS, pursuant to the provisions of said Agreement and Lease, there is being transferred to the Trustee, for replacement purposes, title to two (2) 100-ton, 2,200 cubic foot Double Hopper cars bearing Burlington Northern Road Nos. BN 953891 and BN 953892, which are to be delivered to the Company as part of the equipment included in said Trust; and

WHEREAS, pursuant to Article Seventh of said Lease, the parties desire to subject said Double Hopper cars to the terms and conditions of said Lease;

NOW, THEREFORE, it is agreed:

1. That pursuant to the provisions of Article Seventh of said Lease dated the 1st day of March, 1971, the Trustee has let and leased, and does hereby let and lease, to the Company said 100-ton, 2,200 cubic foot Double Hopper cars bearing Burlington Northern Road Nos. BN 953891 and BN 953892, under and subject to all the terms and conditions of said Lease dated the 1st day of March, 1971, and the Company does hereby agree to accept delivery and possession of said cars thereunder.

2. Said car Nos. BN 953891 and BN 953892 shall be deemed to be a portion of the Trust Equipment leased by the Trustee to the Company under said Lease in all

respects as if the same had been so delivered to the Company simultaneously with the execution and delivery of said Lease and shall be subject to all the terms and conditions of that certain Agreement dated March 1, 1971, among Burlington Equipment Company, Vendor, the Company and the Trustee, annexed to and made a part of said Lease.

3. It is understood and agreed that except as otherwise provided in said Lease dated March 1, 1971, the title to and ownership of said car Nos. BN 953891 and BN 953892, shall be reserved to and remain in the Trustee, notwithstanding the delivery of the same to and the possession and use thereof by the Company.

4. The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Lease or the due execution hereof by the Company or for or in respect of the correctness of the recitals of fact contained herein, which recitals are made by the Company.

5. This Supplemental Agreement may be executed simultaneously, or from time to time, in several counterparts and each counterpart shall constitute a complete original instrument, and it shall not be necessary in making proof of this Supplemental Agreement or any counterpart hereto to produce or account for any of the other counterparts.

IN WITNESS WHEREOF, the Trustee and the Company, pursuant to due corporate authority, have caused these

presents to be signed and their respective corporate names  
and their respective corporate seals to be affixed hereto  
and attested, as of the day and year first above written.

CITIBANK, N.A., as Trustee

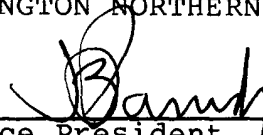
By   
Senior Trust Officer

(SEAL)

ATTEST:


By   
Trust Officer

BURLINGTON NORTHERN RAILROAD COMPANY

By   
Vice President

(SEAL)

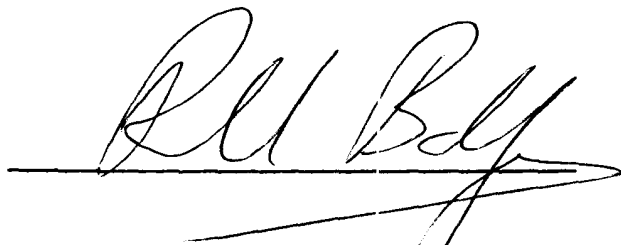
ATTEST:

  
Assistant Secretary

STATE OF NEW YORK       )  
                                  ) SS  
COUNTY OF NEW YORK    )

On this 10<sup>TH</sup> day of AUGUST, 1982, before me personally appeared Ralph E. Johnson, to me personally known, who being by me duly sworn, says that he is Senior Trust Officer of Citibank, N.A.; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)


  
**RICHARD BALEKDJIAN**  
Notary Public, State of New York  
No. 41-4748413  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires March 20, 1983



STATE OF WASHINGTON    )  
                              )   SS  
COUNTY OF KING        )

On this 29<sup>th</sup> day of July, 1982, before me personally appeared J. B. Parrish, to me personally known, who being by me duly sworn, says that he is a Vice President of Burlington Northern Railroad Company; that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

(SEAL)

  
Anne van Heusden  
Notary Public in and for  
the State of Washington,  
residing at Bellevue